



**COUNTY OF PLACER**  
**ADMINISTRATIVE SERVICES DEPARTMENT**  
Procurement Services Division  
2964 Richardson Drive  
Auburn CA 95603  
Phone: 530-889-7776

**INVITATION FOR BIDS**

Bidder Acknowledgement

**RELEASE DATE:** February 19, 2004  
**BID NO.** 9318  
**TITLE:** Lube & Oil Products  
**DUE DATE:** March 16, 2004 3:30 PM *(Bids shall not be accepted after this date/time)*

For additional information regarding this solicitation, contact:

**Buyer Name:** Steven M<sup>c</sup>Credie **Telephone:** 530-889-4257

This package includes the following documents:

Bid Form



Type of Award:

Fixed Contract (Purchase Order)



Open-End Contract (Blanket Purchase  
Order) for the approximate period:



April 1, 2004 through March 31, 2005

**Bidder shall complete the area below. Unsigned bids shall be rejected; no exceptions.**

The undersigned offers and agrees, if this bid is accepted within **90 calendar days** from the date of opening, to furnish all of the items upon which prices are quoted, at the prices set opposite each item, delivered at the designated point(s) by the method of delivery and within the time specified herein and subject to the Terms and Conditions of this IFB, including any and all addenda. In the event of a contract award pursuant to this bid, performance by the successful bidder of any or all of the services, or delivery of any or all of the products defined herein, shall constitute acceptance of all terms, conditions and requirements of the resulting agreement. I declare under penalty of perjury that I have not been a party with other bidders to an agreement to bid a fixed or uniform price.

Addendum Received, No(s). \_\_\_\_\_

NAME OF FIRM: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

By (signature): \_\_\_\_\_ Title: \_\_\_\_\_

**NO BID:** ☐ Reason: \_\_\_\_\_

## INVITATION FOR BIDS GENERAL TERMS AND CONDITIONS

The following provisions are hereby made a part of this bid by reference and attachment to this Invitation for Bids document. **Any contract award made as the result of this bid shall be governed by these General Terms and Conditions.** By signature in the space provided for bidder in these documents, bidder does agree to furnish the product(s) and/or service(s) pursuant to these conditions.

1. GENERAL. These provisions are standard for all County contracts. The County may delete or modify any of these standard provisions for a particular contract by indicating a change in the special instructions to bidders or in the bid. **Any bidder accepting a contract award as the result of this bid agrees that the provisions included within this Invitation for Bid shall prevail over any conflicting provision within any standard form contract of the bidder.**
2. SUBMISSION OF BIDS. Bids shall be submitted to the Procurement Services Division, 2964 Richardson Drive, Auburn, California, 95603, between the hours of 8:00 am and 5:00 PM (Pacific), Monday through Friday (excluding County holidays), prior to the date and time specified in this solicitation. Bids shall be submitted in a sealed envelope which clearly identifies the bid number, commodity, and closing date and time. Bids shall be submitted on the bid forms provided by the County. Bids must be signed by an authorized employee. The County shall not be responsible for bids delivered to a person/location other than that specified herein. Bids shall be in ink or typewritten and all changes and/or erasures shall be initialed and dated in ink. Any exceptions to the specifications, terms, or conditions of this solicitation shall be clearly indicated by bidder, without obliterating the original text or images contained herein.  
**WARNING: Late bids or unsigned bids shall not be accepted under any circumstances. Facsimile, telegraphic or telephone bids shall not be accepted.**
3. ALTERATION OF BID DOCUMENTS. Bidder hereby agrees, by signature on the face of this bid, that s/he has not altered the specifications, terms, or conditions of these documents, except as to clearly indicate exception to the requirements herein. Bidder also understands that, should it be discovered that the bidder altered these documents in a way that misleads or deceives the County as to the terms and conditions of their response, their bid shall be rejected and the bidder may be debarred in accordance with the processes defined in the Placer County Purchasing Policy Manual.
4. AMENDMENTS TO THE BID. Any amendment to this bid is valid only if in writing and issued by the County.
5. NO BID. Persons desiring not to submit a bid should return the Bidder Acknowledgment marking it "NO BID," no later than the stated bid opening date and time, and state the reason in the response. Failure to respond by the bid deadline may result in removal of the bidder's name from the bid mailing list. NOTE: To qualify as a respondent, bidder must submit a timely "NO BID."
6. NON-COLLUSION. The bidder certifies that his bid is made without any previous understanding, agreement or connection with any person, firm or corporation making a bid for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
7. CONFLICT OF INTEREST. Bidder states that no County officer or employee, nor any business entity in which they have an interest, has an interest in the bid awarded has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract.
8. AWARD. The contract may be awarded to the lowest responsible and responsive bidder complying with the provisions of the Invitation for Bid. In determining whether a bid is lowest and responsive, and the bidder responsible, the following may be considered by the County: a) Ability to perform the service required within the specified time; b) Reputation, judgment and experience; c) The quality of performance in previous contracts; d) Previous compliance with laws, as well as employment practices; e) Financial ability to perform the contract; f) The quality, availability and adaptability of the supplies or the contractual services to the particular use required; g) Ability to provide maintenance and service; h) Whether the bidder is in arrears to the County, in debt on contract, is a defaulter on surety to the County or whether the bidder's taxes or assessments are delinquent; i) The resale value and life cycle costs of the items; j) Such other information as identified in the Purchasing Policy Manual having bearing on the decision to make the award. The County reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the County. The County also reserves the right to reject the bid of a bidder who has previously failed to perform properly. The County may award bids by line item, category, or on an all-or-none basis.

9. **MERCHANTABILITY.** There shall be an implied warranty of merchantability and fitness for an intended use. Any bid submittals taking exception to this requirement may, at the County's option, be considered non-responsive.
10. **SAMPLES.** Samples of items, when required, must be furnished free of expense to Placer County and if not destroyed by tests will, upon request, be returned at bidder's expense. Samples of selected items may be retained for comparison.
11. **MANUFACTURER'S NAME AND APPROVED EQUIVALENTS.** Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are intended only to identify the quality level desired. They are not intended to limit competition. The bidder may offer any equivalent product, which meets or exceeds the specifications. If bids are based on equivalent products, the bids must: 1) Indicate on the bid form the alternate manufacturer's name and catalog number; 2) Include complete descriptive literature and/or specifications; 3) Include proof that the proposed equivalent shall meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable. If bidder fails to name a substitute, goods identical to the bid standard must be furnished.
12. **INDEMNIFICATION.** Unless indemnification requirements are stated otherwise in this solicitation, said requirements shall be as follows: The Contractor hereby agrees to protect, defend, indemnify, and hold Placer County free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by Placer County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the County) and without limitation by enumeration, all other claims or demands of every character occurring or any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. The Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Contractor. Contractor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Contractor or the County or to enlarge in any way the Contractor's liability but is intended solely to provide for indemnification of Placer County from liability for damages or injuries to third persons or property arising from Contractor's performance pursuant to the resulting contract or agreement.
13. **FORCE MAJEURE.** If an emergency or natural disaster causes delay or interferes with the use or delivery of the products/services described in this bid, deliveries may be suspended as long as needed to remove the cause or repair the damage. An emergency or natural disaster includes fire, flood, blizzard, strike, accident, consequences of foreign or domestic war, or any other cause beyond the control of the parties. The County reserves the right to acquire from other sources any products/services during any suspension of delivery.
14. **TAXES.** Placer County is exempt from Federal Excise Tax; an exemption certificate will be furnished upon request. Placer County is not exempt from California State sales/use taxes. All applicable State sales/use taxes will be added to the purchase order.
15. **DELIVERY.** All prices bid must be FOB Destination, unloaded inside and assembled unless otherwise indicated.
16. **FIXED CONTRACT QUANTITIES.** Purchase order(s) for full quantities will be issued to successful bidder(s) after notification of award and receipt of all required documents.
17. **OPEN-END CONTRACT (BLANKET PURCHASE ORDER).** No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end contract. Estimated quantities/bid ratio or discounts from manufacturer's list price may be used for bid comparison. The County reserves the right to: issue purchase orders as and when required; or issue a blanket purchase order for individual agencies or multiple County agencies; or any combination of the preceding. No delivery shall be made without a written order by the County, unless otherwise specifically provided for in the contract. If in a subsequent year the vendor offers to supply his goods and service for the same bid price, or in the event the supplier is willing to negotiate to the satisfaction of Placer County any justifiable price increase prior to the succeeding year's contract renewal and if the service provided by the supplier was to the satisfaction of the County, the County of Placer reserves the right to extend the period of the resulting contract on a year-to-year basis for up to two additional years. Alternatively, the bid solicitation may set forth specific renewal terms. Bidder certifies that prices charged to the County for non-listed commodities or no-fixed price items are equal to or less than those charged the bidder's most favored customer for comparable quantities under similar terms and conditions.

18. **RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT.** If any item furnished by the vendor fails to conform to bid specifications, or to the sample submitted by the vendor with his bid, the County may reject it. Upon rejection, the vendor must promptly reclaim and remove such item without expense to the County, and shall immediately replace all such rejected items with others conforming to such specifications or samples. If the vendor fails to do so, the County has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the vendor the difference between the price named in the contract or purchase order and the actual cost to the County. If the vendor fails to make prompt delivery of any item, the County has the right to purchase such item in the open market and to deduct from any monies due the vendor the difference between the price named in the contract or purchase order and the actual replacement cost to the County. If the vendor breaches the contract or purchase order, any loss or damage sustained by the County in procuring items which the vendor therein agreed to supply shall be borne and paid for by the vendor. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the contract. In any legal proceeding brought to enforce the terms of the herein agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs incurred as a result of enforcing the terms of this agreement.
19. **LOCAL VENDOR PREFERENCE.** A local preference credit of 5.0% for Placer County businesses will be permitted when evaluating bids for supplies, equipment, materials and services that are not part of a public project. Bidders claiming local vendor preference must submit an Affidavit of Eligibility with their bid, unless an authorized affidavit is already on file. Preference criteria and affidavit forms may be faxed to you by using our self-service "fax on demand" system. Dial 530/889-7776, press option 4 then enter your full fax number when prompted (include 1 + your area code if you are not in the 530 area). This information is also available on our website at: [www.placer.ca.gov/admin/procurement/lvp\\_affidavit.htm](http://www.placer.ca.gov/admin/procurement/lvp_affidavit.htm)
20. **INVOICES AND PAYMENT TERMS.** Invoices are to be mailed to the County department specified on the resulting purchase order, blanket purchase order or contract. All invoices must include the purchase order number, blanket purchase order number, or contract number. Failure to comply will result in delayed payments. The County will make payment on a Net 30-day basis unless a cash discount of one-half percent (1/2%) or greater, which amounts to \$2.50 or more, is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County, or on the date a correct invoice is received in the office specified in the order, whichever is later. Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the prescribed term. For the purposes of this section, the beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term.
21. **LEGAL REQUIREMENTS.** Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of bids and disputes about bids. Lack of knowledge by any bidder about applicable law is not a defense.
22. **ASSIGNMENT.** Any contract awarded shall not be assignable by the vendor without the express written approval of the County, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.
23. **OTHER AGENCIES.** The successful vendor shall agree to extend Placer County contract prices and terms to other governmental agencies. Any contract resulting from this requirement shall be executed by the successful vendor and the other agency. Placer County will not be a party to "other agency" contracts.
24. **PROTEST AND APPEAL PROCESS.** Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract may appeal to the Director of Administrative Services and the Board of Supervisors as prescribed by Section 10.0 of the Placer County Purchasing Policy.
25. **RECYCLED PRODUCT PREFERENCE.** A preference of 10% will be given to bids for products meeting the definition of recycled product cited in Public Contract Code Sections 12161 and 12200.
26. **PATENT INFRINGEMENT.** Supplier shall indemnify and hold harmless County, its agents and employees, against and from any and all actions, suits, liabilities, prosecutions, penalties, settlements, losses, damages, costs, charges, attorney's fees, and all other expenses which may arise directly or indirectly from any claim that any of the products supplied by supplier infringes any patent, copyright, trade secret, or other property right.

27. **VENDOR FINANCIAL STABILITY.** If a vendor is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor must provide the County with that information as part of its bid/proposal. In accordance with Section 3.12(g) of the Placer County Purchasing Policy Manual and paragraph 8.e. of this document, the County may use information regarding a bidder's financial responsibility when making an award determination.

The County reserves the right to take any action available if it discovers a failure to provide such information to the County, including but not limited to, a determination that the vendor should be declared non-responsible and/or non-responsive, and suspension or debarment of the vendor, in accordance with the processes defined in the Placer County Purchasing Policy Manual.

By submitting a bid/proposal in response to this solicitation, the vendor agrees that if, during the term of any contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor will immediately provide the County with a written notice to that effect and that it will provide the County any relevant information requested in order for the County to determine whether the vendor has the financial ability to meet its obligations to the County.

*- - End of General Terms and Conditions - -*

**BID FORM**  
 (to be completed by bidder)

**INTRODUCTION**

Placer County is requesting bids for Oil & Lube Products. Listed below are miscellaneous Oil & Lube products required by various County departments. Additional related items not included in this listing may be required. Minimum order amounts will not be accepted. The County intends to award a single annual blanket purchase order with the option to renew for up to two additional one year terms at the County's sole discretion. Quantities shown below are estimated annual quantities and are in no way to be construed as definite order commitments. (The estimated annual purchases are anticipated to be \$50,000.00)

Lube Products: Chevron or equal      Motor Oil: Chevron Delo 400 or equal.

**API Service Rating**

**Engine oil shall meet API Service CH-4, CG-4, CF-4, CF/SJ** and be rated for both Diesel and Gas Engines with or without turbo chargers. Bidders shall submit literature certifying that their product meets these standards.

**Re-Refined Product**

Bidder's attention is drawn to section 25 of this Bid's Terms and Conditions concerning recycled product preference. The County will consider re-refined product that meets the performance specifications of virgin product. Bidders are encouraged to submit pricing for re-refined product utilizing the second set of columns below. Complete descriptive literature including performance specifications and capabilities shall be submitted with re-refined product bid submissions. At minimum, bidders shall submit pricing for both products on items 1 and 2 below. Prices listed below shall be by the unit amount shown. Bidders shall list their pricing as follows: The unit of measure to calculate prices shall be the same as the "Estimated Quantity." The "Extended" amount shall equal the "Unit" amount multiplied by the "Estimated Quantity."

**No Exceptions.**

**PRICING**

<b><u>Bulk</u></b>	Est. <b><u>Qty</u></b>	<b><u>UOM</u></b>	<b><u>Description</u></b>	<b>Virgin</b>		<b>Re-Refined</b>	
				<b><u>Unit</u></b>	<b><u>Ext.</u></b>	<b><u>Unit</u></b>	<b><u>Ext.</u></b>
1.	1,500	Gal	Heavy Duty Motor Oil, Multigrade, 15W-40	_____	_____	_____	_____
<b><u>Packaging - 55 Gallon Drums</u></b>							
2.	1,925	Gal	Heavy Duty Motor Oil, Multigrade, 15W-40	_____	_____	_____	_____
3.	1,320	Gal	Heavy Duty Motor Oil, SAE 10W	_____	_____		
4.	275	Gal	Heavy Duty Motor Oil, SAE 20W	_____	_____		
5.	110	Gal	Heavy Duty Motor Oil, SAE 30W	_____	_____		
6.	440	Gal	ATF Dextron III & Mercon	_____	_____		

\* If tubes are not 14 oz., state size here

PRICING (continued)

	Est.	UOM	Description	Virgin		Re-Refined	
	Qty			Unit	Ext.	Unit	Ext.
<u>Packaging - Gallons (4/case)</u>							
20.	80	Gal	Heavy Duty Motor Oil, Multigrade, 15W-40	_____	_____	_____	_____
21.	350	Gal	15W-40 Heavy-Duty Motor Oil, GEO (for Natural Gas Engines)	_____	_____	_____	_____

Indicate discount offered from list price for related products not listed above: \_\_\_\_\_% off refiner's list price

Brand of Products Bid: \_\_\_\_\_ Delivery Time (ARO): \_\_\_\_\_

Vendor shall contact Placer County Garage Parts Room at least once per week to check inventory status and requirements for placing orders. Vendor shall also contact Parts Room prior to shipment of product to allow additions to order that will be included with scheduled delivery.

Drum Deposit: Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, amount: \$\_\_\_\_\_

Refund of Drum Deposit

Vendor shall pickup and allow full drum deposit credit for all undamaged major brand oil drums. Yes \_\_\_\_\_ No \_\_\_\_\_

Refusal to allow credit for undamaged major brand oil drums may be considered grounds for rejection of your bid.

Environmental Cleaning Fee per drum: Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, state amount \$\_\_\_\_\_

Delivery Locations

FOB point shall be destination, freight prepaid, inside delivery to various points within Placer County.

Delivery to North Lake Tahoe & Truckee areas? Yes \_\_\_\_\_ No \_\_\_\_\_ Delivery Time (ARO): \_\_\_\_\_

Delivery locations are as follows:

Corporation Yard, Roseville	Corporation Yard, Lincoln
Corporation Yard, Auburn	Mini Bus, Auburn
County Service Station, Auburn	Corporation Yard, Foresthill
Corporation Yard, Colfax	Utilities Division, Auburn
Corporation Yard, Tahoe City	Tahoe Area Regional Transit, Truckee
Corporation Yard, Serene Lakes	
County Automotive Maintenance, Tahoe City	

Delivery Time (ARO): \_\_\_\_\_ (Placer County locations West of the summit)

Delivery Time (ARO): \_\_\_\_\_ (Placer County locations East of the summit)



Escalation/De-Escalation Clause

- A. Prices listed herein shall be firm for a period of 90 calendar days after date of the contract award. The vendor may submit proposed price escalation, in writing, to the Procurement Division, no later than 30 days in advance of the effective date of the escalation. Upon receipt of such notice, the County reserves the right to either:
1. Accept the escalation as competitive with the general market place at that time based upon substantiated information submitted by the vendor and/or based upon accepted market indicators for the industry; or
  2. Cancel any unused balance of the contract as of the effective date of the price escalation.
- B. Price increases shall only be granted by documentation from manufacturer (such as invoice) that the successful bidder's costs have increased.
- C. The County shall be the recipient of any industry-wide price declines.
- D. The Procurement Division has the sole authority to grant price increases for blanket purchase orders. All communications regarding this escalation clause shall be directed to:

County of Placer  
Procurement Division  
2964 Richardson Drive  
Auburn, CA 95603

INVOICE/PAYMENT TERMS

Invoice Terms: \_\_\_\_\_ or \_\_\_\_\_% discount if paid within \_\_\_\_\_ days;

OR Net payment due within \_\_\_\_\_ days

Refer to Section 20 of the General Terms and Conditions for the County's payment policy.